

COLLECTIVE AGREEMENT

- between -

**THE ONTARIO DIVISION OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
(hereinafter called "the Employer")**

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 343
(hereinafter called "the Union")**

Expiring June 30, 2022

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- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 343
(hereinafter called "the Union")**

Now, therefore, it is agreed by and between the parties hereto:

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to maintain an harmonious relationship between the Canadian Union of Public Employees, Ontario Division, and its employees, to define clearly hours of work, rates of pay, and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, to promote the mutual interest of the Employer and its employees, to promote and maintain such conditions of employment which will set a pattern for employers of affiliates to the Employer.
- 1.02 The Union and the Employer recognize and are committed to the political nature of the work of CUPE and members of the bargaining unit are encouraged to participate in all events related to the labour movement.

ARTICLE 2 - UNION RECOGNITION

2.01 Definition of the Bargaining Unit

The Employer recognizes the Canadian Office & Professional Employees Union, Local 343, as the sole collective bargaining agent for all employees of the employer, except for those employees who hold an elected position or a management position with the employer.

2.02 Temporary Employees

Temporary employees are defined as employees hired to carry out short-term jobs which require them to work the standard (6) six-hour day, (30) thirty-hour work week, but who cease to be employed when the specific job for which they were hired has been completed.

Temporary employees will be paid no less than the minimum rate for the position. Temporary employees kept beyond sixty (60) working days of continuous service shall be considered to have completed their probationary period in case of permanent status, provided they have satisfactorily worked in the position for which they are hired, for a minimum of sixty (60) working days. Temporary employees may not be hired beyond (6) six months without the express written agreement by the Union.

Temporary employees who are replacing a permanent employee for a period of longer than twelve (12) months will have access to compressed days off as per Article 13.02 (b) and access to Jury / Court Witness duty as per Article 17.06, and Article 17.08 (i) Quarantine.

For clarity, the following Articles of the Collective Agreement will not apply to these temporary employees: 14.07, 17.03, 17.04, 17.05, 17.07, 17.08, 17.09, 17.10, and 19.03.

Temporary employees shall be paid an additional 15% of the rate of pay in lieu of benefits (excluding vacation and sick leave). In the event a temporary employee is hired on as permanent, they will be considered to have passed their probationary period. Temporary Employees who are employed for a period of longer than 12 months shall not receive 4% in lieu of vacation, but instead will have access to vacation as per Article 14 of the Collective Agreement.

2.03 Permanent Part-Time Employees

(a) A permanent part-time employee is one who is hired to work on a continuing basis less than the workweek provided for in this Agreement.

Permanent part-time employees shall be included in all terms of this Agreement on a pro-rata basis. Permanent part-time employees, however, will be covered by the Hospital and medical provision of this Agreement, as outlined in Article 19, provided there is not dual coverage.

(b) The base for pro-rating part-time benefits will be as follows:
(Days Per Week x Weeks Per Year)

(c) Hours worked beyond thirty (30) per week will be at the rate of time and a half. Hours worked beyond the employees regular weekly hours and prior to reaching thirty (30) hours per week shall have pension, vacation, sick time and benefits accrued accordingly.

(d) The scheduling of any additional hours of administrative work shall be offered in order of seniority to the permanent part time employee(s) until thirty (30) hours is reached. It is understood that the employer will not be required to pay overtime, or move schedules around, as a result of this article.

2.04 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not perform work that should normally be performed by members of the bargaining unit, who are available and qualified to do the work.

2.05 Retention of Rights and Privileges

Should the employer merge, amalgamate or combine any of its departmental operations or functions with another organization, the Employer, through whatever Merger Agreement might be involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.

ARTICLE 3 - RIGHTS OF EMPLOYER AND EMPLOYEES

3.01 Negotiations

No deduction shall be made from the salary of an employee elected by the Union for time spent in negotiations or the processing of a grievance with the Employer.

3.02 Technical Information

The Employer shall make available to the Union on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans.

3.03 The Employer will recognize a Negotiations Committee of up to three (3) members, one of whom will be the current steward. No deductions shall be made from the salary of the employees for time spent in negotiations. In the event one of the Committee members is unilingual French, the Union will consult in advance with the Employer to Propose translation arrangements. If the parties reach a consensus on translation arrangements, the Employer will cost-share the expense with the Union.

(a) The Employer agrees that two (2) days per year shall be used for the COPE bargaining unit to prep for bargaining.

3.04 The Labour-Management Committee shall be established and shall enjoy the full support of both parties to the Agreement in the interests of maximum service to the employees and the Employer. The Committee will meet within six (6) weeks of a request from either party. Each party shall notify the other of their representatives on the Labour-Management Committee.

The parties agree to schedule a minimum of two (2) Labour-Management Committee meetings per year, one of which will be before June 30th and one after June 30th and before December 31st.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 A grievance is defined as any difference between an employee, group of employees and/or the Union on the one hand, and the employer on the other hand, concerning the interpretation, application, administration or alleged violation of this agreement.

4.02 It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is understood that any employee has no grievance until the employee has first given the appropriate immediate supervisor concerned, with or without a Union Steward of the employee's choice, an opportunity to address the complaint.

If an employee has a complaint, it shall be discussed with the appropriate immediate supervisor within thirty (30) days after the employee would reasonably be expected to have become aware of the circumstances given rise to the complaint. The appropriate immediate supervisor shall be allowed five (5) days to seek information and advice and to communicate the answer to the complainant. Failing settlement, it may then be taken up as a grievance within five (5) days following the supervisor's decision.

4.03

Step 1

Failing informal settlement of the complaint, the Union shall put the complaint in writing articulating the nature of the complaint, the articles of the collective agreement that are alleged to have been violated, and any redress or remedy sought, and submit it to the Secretary Treasurer within five (5) days following the response from the immediate supervisor.

The Secretary Treasurer shall schedule a meeting with the grievor and her steward within five (5) days of receiving the written grievance.

The Secretary Treasurer shall give her response in writing within five (5) days after the date of the meeting.

Step 2

Failing settlement at Step 1, the Union will request in writing to the Secretary Treasurer to forward the grievance to the Labour Relations Committee of the CUPE Ontario Executive Board within five (5) days.

The meeting between the Union and the CUPE Ontario Labour Relations Committee shall be scheduled within ten (10) days after the receipt of the request.

The committee shall state their decision in writing within five (5) days after the meeting to the grievor and a copy to the Union.

Step 3

Failing settlement at Step 2, either party may refer the grievance to mediation within five (5) days after receiving response from the committee and will notify the other party in writing. The mediation process shall be limited to sixty (60) days.

The parties will mutually agree upon a mediator with the understanding that the cost of the mediator will be shared equally.

Failing settlement at mediation, either party within forty-five (45) days after the last day of mediation may refer the grievance to arbitration in accordance with the Arbitration procedure in Article 4.06.

4.04 At any step of this procedure, timelines may be extended by mutual agreement of the parties.

4.05 All meetings of the grievance procedure prior to mediation shall be held where the grievor works and shall be held during her regularly scheduled hours.

4.06 Arbitration

- a) Where a decision has been made by either party to arbitrate a grievance in accordance with Article 4.03 they shall notify the other party in writing of their desire to do so. The parties will by mutual agreement decide if the case is to be heard by a single arbitrator or a board. In the event of a board the grievance shall be submitted to an arbitration board consisting of three (3) members. First, one (1) shall be designated by each party. Then, the two (2) designated members shall mutually agree to the appointment of a chairperson. Should the parties fail to agree upon a chairperson either party may apply to the Ministry of Labour requesting the appointment of a chairperson. Where the parties agree, a single arbitrator shall be named by the parties.
- b) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, nor to substitute new provisions in lieu thereof, nor to give any decision inconsistent with the general terms of this agreement.
- c) The arbitrator is empowered to change the penalty imposed in a discharge or discipline grievance in any manner which she considers will result in the just disposition of the grievance.
- d) The employer and the Union shall jointly bear the expenses of the arbitration.

ARTICLE 5 - UNION SECURITY

5.01 Members in Good Standing

For the duration of this Agreement, all employees of the Employer shall be required to be and remain members of the Union in good standing, as a term and condition of continued employment. All new employees who shall be hired after the execution of this Agreement shall, immediately upon their hiring, make application for membership in the Union, and, upon completion of the probationary period, shall join the Union, pay to the Union the initiation fee and shall thereafter be required to remain members of the Union in good standing, as a term and condition of continued employment.

5.02 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

5.03 Copies of Agreement

On commencing employment, the employee shall be introduced to the union steward or representative who will provide her with a copy of the collective agreement. The union steward shall be given the opportunity to meet with the new employee during regular working hours, without loss of pay, for a maximum of thirty (30) minutes.

5.04 Definition of Spouse

“Spouse” is defined as person with whom the employee has a marital, common law, heterosexual, or lesbian/gay relationship. This definition shall apply to all articles of this agreement. It shall determine the definition of familiar relationships referred to in this agreement including but not restricted to the definition of “child”, which shall include equivalent relationships flowing from common law or lesbian/gay spousal relationships. This definition is intended to ensure that employees in lesbian/gay marital relationships are treated in the same manner, in all respects, as employees in heterosexual marital relationships and that such employees and their families are accorded all the rights privileges and benefits under the agreement which are accorded to employees in heterosexual relationships and their families.

The employee shall supply any requested information to support the entitlement under this clause. Accordingly any ambiguity and any part of this agreement should be interpreted within the spirit of this object so as to accomplish this end.

ARTICLE 6 - CHECK-OFF

- 6.01 The Employer agrees to deduct the amount authorized as Union Fees, dues and assessments, from the last pay of each month, and transmit the monies as collected to the Treasurer of the Union by the seventh of the following month, together with a list of employees for whom deductions were made.

ARTICLE 7 - SENIORITY

7.01 Probationary Period

All new employees will be considered on a probationary period for the first sixty (60) working days of their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date list shall be sent to all employees for their information on or before January 15th of each year, with a copy to the union office.

7.03 Notice of Lay-offs

The Employer shall notify the Union and the employees at least twenty (20) working days in advance of any impending layoff, except in cases where employees are hired to work on special campaigns or assignments of limited duration.

7.04 Seniority in Lay-offs

In the event of a reduction in the working staff, layoffs will be made on the basis of seniority, and with regard to special qualifications, those with the least seniority being laid off first.

7.05 Recall Procedure

In rehiring, employees will be re-employed in the inverse order of their layoff, that is, the first to be re-employed will be those employees with the greatest seniority provided they are qualified to perform the work available. The Employer shall notify the employee of recall to work by registered mail, to the last known address on file with the Employer. The employee must contact the Employer within five (5) working days of the date of receipt of the letter. If the employee is re-engaged within a period of six (6) months, that employee continues to accumulate her seniority.

7.06 Loss of Seniority

Seniority service records shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause.

7.07 Confirmation of Status

Upon completion of a probationary period an employee will receive confirmation of permanent status in writing from the Employer.

ARTICLE 8 – JOB POSTINGS, STAFF CHANGES, TEMPORARY PROMOTIONS, TECHNOLOGICAL CHANGE

8.01 Any permanent job vacancies, new positions, and temporary vacancies created as a result of an employee beginning Long Term Disability Benefits, or on an approved leave of absence, except entry-level jobs (casual temporary jobs, of less than 12 months) including vacancies caused by an employee not returning from leave of absence shall be posted according to the following procedure:

- a) All job postings will contain the nature of the position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range, and method of applying for the position and shall be posted in the office of the employer for a period of five (5) working days with a copy provided to COPE Ontario.
- b) Members of the bargaining unit who wish to apply for the position advertised shall do so in writing to be received by the employer within five (5) days of the closing of the posting.
- c) The employer shall have the right to fill the job on a temporary basis if sufficient notice has not been received from the departing employee to allow for the posting procedure to be completed in the case of a vacancy.
- d) For internal applicants, seniority will be the determining factor in applications for comparable or lesser classifications. For internal applicants applying to a higher rated classification, seniority will be a consideration along with qualifications and interview scores.
- e) In the case of a successful internal applicant posting into a higher rated classification, there shall be a ninety (90) day trial period for this position. In the event that the trial period is not successfully completed, the employee shall return to her former position and rate of pay. The employee shall have the option at any time during the trial period to return to her original position and rate of pay. Any employee promoted or transferred because of this rearrangement of positions shall also be returned to her former positions and rate of pay.

- f) In the event that the employer finds that no applicant in the bargaining unit is able to perform the work required or when no application has been filed under this procedure, job openings may be filled by outside advertisement. The employer agrees any outside advertisement of job openings will be distributed to the membership of CUPE Ontario and be placed in culturally diverse publications and distributed through progressive job networks.
- g) All job ads will state the following: CUPE Ontario welcomes the contributions that individuals from equality seeking communities bring to our organization and invites aboriginal people, people of colour, women, gays, lesbians, bisexuals, queer oriented people, transgender and transsexual persons, single parents, members of ethnic minorities, new comers, and people with disabilities, and people of all ages to apply. We encourage applicants to describe the contributions and experiences they as individuals who identify as equality seekers would bring to the CUPE Ontario organization in their cover letter. External job ads will also encourage application from CUPE Ontario membership.

8.02 Classification Change

Should there be any significant change in the classification covered by this Agreement, the rate of pay shall be subject to joint consultation between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position or significant increase in volume of work or responsibilities were assumed by the employee. The above will come into effect when both parties mutually agree to job descriptions.

- 8.03 When an employee in a lower paying classification is assigned to substitute for an employee in a higher paying classification during absences of three (3) days or more, including when a statutory holiday falls within the five (5) day period, the employee shall be paid the applicable higher rate of pay of the employee for whom she is substituting. The applicable higher rate of pay shall be a rate no lower than her present rate. No employee will relieve another employee for more than six (6) months at which time the position becomes subject to the posting procedure in Article 8.01.

8.04 New Positions/Classifications

Where new positions are created or current positions reclassified, the Employer will advise the Union in advance in writing, of the nature of the positions and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Employer and the Union.

8.05 Moving Expenses

Any employee moved at the request of the Employer shall be paid full moving expenses by the Employer.

8.06 (a) Technological Change

The Employer recognizes that the introduction of new forms of technology into the workplace should be accomplished with due regard for the employees. In the event such changes affect existing staff, the Employer shall consult with the Union two (2) months in advance with a view to absorbing the staff in other positions and if retraining programs are feasible, qualified staff will be given first priority.

(b) Income Protection

An employee whose job is changed or who is displaced from her job by virtue of technological change will suffer no reduction in basic earnings.

ARTICLE 9 – EMPLOYMENT EQUITY

9.01 Recognition

CUPE Ontario and COPE Local 343 recognize that societal oppression is systemic and maintained and manifested within relationships between individuals and groups. This prevents certain marginalized groups from fully participating within society. In accordance with values of social justice and accountability to the membership of CUPE Ontario and the community, CUPE Ontario and COPE Local 343 are committed to creating and maintaining a diverse workforce representative of the CUPE and COPE membership and the community, with the sensitivity and knowledge necessary in order to work effectively with diverse groups.

9.02 Definition

For clarity, those groups who make up “marginalized groups”, “equality seeking groups”, and /or “designated groups” shall be defined as: Aboriginal People, persons with disabilities, people from racialized or racial minority communities, immigrants and refugees, Francophones, Lesbian, Gay, Bisexual, Transgendered or Transsexual people, and women.

9.03 Employment Equity Committee

The union and the employer agree to establish and maintain an employment equity committee which will see through the principals articulated in this article. Such committee will be established within 60 days of ratification.

The employment equity committee shall:

1. Draft a survey of the workforce to be approved by both the union and the employer.
2. Survey the workforce to obtain employment equity data on all designated groups.
3. Obtain current census on participation in the population of all designated groups.
4. Compare current workforce data with the census data for all of Ontario and for Toronto.
5. Develop a comprehensive plan with timelines and clear targets to ensure the workforce of CUPE Ontario meets or exceeds the representation and participation of designated groups in the community.

ARTICLE 10 - PROGRESSIVE DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 Employer Rights

No Employee covered by this agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause. Employees who are subjected to any form of discipline shall have recourse to the grievance procedure.

10.02

The employer agrees that except in cases of gross misconduct, discipline will proceed in stages, e.g. verbal warning, written warning, suspension(s), discharge, as appropriate. It is further understood that counselling letters which articulate a description of the expectations of the Employer, any improvements required, and a time period in which the improvements must take place, will normally be issued by the employer prior to the formal disciplinary measures mentioned above. The employee shall be entitled to have her steward present at any meeting concerning counselling. The employer shall not suspend or discharge any employee without prior warning unless circumstances such as theft or gross misconduct justify immediate discharge.

10.03 Employee Record

Reprimands shall be in writing to the employee with a copy to the union and a copy into the employees personnel file. An employee's personnel file will automatically be cleared of disciplinary measures after one (1) year. An employee has the right to examine her personnel record upon request. A representative of the union may examine the record on behalf of an employee, provided she has written authorization from the employee to do so.

10.04 Discharge Entitlements

The employer shall notify the union in writing when discharging an employee.

10.05 The employee shall be entitled to have her steward present at any meeting concerning discipline.

10.06 Reinstatement

If, as a result of grievance or arbitration procedure, it is determined that the actions of an employee did not merit discharge or demotion, the employer shall reinstate the employee and reimburse her on the following basis:

- a) In a discharge case, the employee shall receive her full pay for the time lost except in cases where a lesser penalty than discharge is considered appropriate.
- b) In a demotion case, the employee shall be compensated for loss of wages in an amount equal to the difference between her rate of pay immediately prior to the demotion and her rate of pay during the period of the demotion.

In both cases described in a) and b) above, the employee shall be restored with full rights and benefits to which she would have been entitled had the dismissal or demotion not taken place.

10.07 Discharge Entitlements

Any employee discharged for cause shall be entitled to all unused vacation entitlements.

ARTICLE 11 - NOTICE OF RESIGNATION

11.01 Any permanent employee(s) who voluntarily leaves the service of the Employer, and having given at least two (2) weeks' notice of her intention to leave, shall be entitled to receive from the Employer all accrued benefits, including vacation pay, etc.

ARTICLE 12 - WAGES AND ALLOWANCES

(a) Overview

The employee(s) shall be paid in accordance with the attached Schedule "A", which is part of this Agreement. For annual increment purposes the anniversary date of an employee shall be the hiring date. In all cases of promotion the employee shall receive the wage of the higher classification in accordance with years of service.

12.02 **Special Qualifications**

The salary for employees with special qualifications who merit a salary above the minimum rate of pay shall be mutually agreed upon between the Employer and the Union.

12.03 **Pay Days**

All employees shall be paid on a bi-weekly basis on alternate Thursdays via direct deposit. If a statutory holiday falls on a Thursday, which is designated as a pay day, the pay day shall be the preceding day.

12.04 **Overtime Meal and Transportation Allowances**

An employee, if required to work overtime two (2) hours or more before or after regular scheduled hours, shall be given a meal allowance of \$15.00, and up to \$20.00 for transportation, with a receipt. If an employee is required to work after midnight, he/she shall be given an additional meal allowance of \$15.00.

12.05 **Expense Allowance**

a) An employee requested to work at CUPE Ontario Event, shall be paid an expense allowance as follows:

In Town – no accommodation with regular hours	\$17.00
In Town – no accommodation with extended hours	\$74.00
In Town – with accommodation provided	\$74.00
Out of town	\$74.00*
Out of town with Food provided for entire event	\$17.00
Convention	\$91.00**

* Travel days to an out of town event and the travel day coming back are both considered "Out of Town" expense allowance days

****Food will be provided on site for staff during the entire convention period. If own car is used for traveling, an allowance equal to that paid to the CUPE Ontario Executive Board shall be paid. Parking to be paid on submission of receipts.**

- (b) Employee requested to work outside the employee's regular place of employment, or who attends day-long seminars or education courses with prior approval, shall be paid a per diem allowance of \$17.00.

12.06 Monthly Transportation Allowance

- (a) A \$20.00 monthly transportation allowance will be paid by the Employer to all employees per month in addition to the paid parking provided.
- (b) In the event of an accident while traveling on behalf of the Employer, the Employer shall pay the cost of the insurance deductible for the affected employee.
- (c) If an employee does not require employer paid parking, they shall receive an amount equal to the cost of an outdoor parking space.

12.07 Child Care Costs

An employee working overtime that involves additional child care costs will be reimbursed \$10.00 per hour per child to help defray such additional expenses

12.08 Onsite Child Care at Events

Where CUPE Ontario is offering onsite child care at any of its events and an employee is required to work that event, they will have access to register their children into the onsite child care program at that event subject to the age limits policy for the child care program. It is understood that an employee who is accessing child care under this article will not have access to the rights under article 12.07

ARTICLE 13 - HOURS OF WORK – Full Time Permanent Employees

13.01 Regular Weekly Hours

- (a) The regular working week shall consist of thirty (30) hours divided into five (5) days from Monday to Friday inclusive.

13.02 Regular Daily Hours

- (a) The regular working day shall consist of six (6) hours between the hours of 9:00 AM and 5:00 PM. There shall be a paid fifteen (15) minute break in each half of the work day. There is also an additional unpaid one (1) hour lunch period. The two fifteen (15) minute breaks cannot be used to shorten the work day.

- (b) Where there is more than one (1) employee, the employer will establish a schedule which will allow for one (1) Compressed day off in a three (3) week period based on an employee taking half-hour lunches. A compressed day off will be either a Friday or a Monday or upon mutual agreement between the parties another day of the week. The employee will take half hour lunch periods for four (4) days a week and a full hour lunch for one day in week one (1) and in week two (2) of a three (3) week work period. The employee will bank the time they work on half hour lunches at straight time to a total of six (6) worked hours for the scheduled employee. These hours worked shall be considered regular and not overtime hours. When because of vacation, absence, or statutory holiday an employee is unable to take the accrued hours on "their" Compressed day off, such accrued hours may be taken at such other time as may be mutually agreed to.

13.03 Overtime

All hours worked in excess of six (6) hours a day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate shall be paid. Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer.

13.04 (a) Weekends and Holidays

All work done on Saturdays, Sundays, Statutory Holidays and vacation time shall be paid for at the rate of double time.

(b) Convention period and all Travel Time

All hours worked on Saturday during a convention shall be at the rate of time and one-half and all hours worked on Sunday shall be at the rate of double time. An employee requested to travel outside normal hours on behalf of the Employer or the convention period will receive payment of wages at straight time for travelling or taken as time off at straight time at a time mutually agreed to.

13.05 Call-Back Pay

Any employee who has completed her regular day's work and has left the office and is then called into work shall be guaranteed at least three (3) hours work at the applicable overtime rate in addition to which she shall also be paid her transportation.

13.06 Authorization of Overtime

Overtime will not be recognized unless such overtime work performed has first been properly authorized by either the Operations Coordinator or Secretary-Treasurer.

13.07 Sharing of Overtime

Overtime and call-back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

13.08 Overtime Basis

Overtime shall be on a voluntary basis except for the month prior to convention and during the convention week.

ARTICLE 14 - VACATIONS

14.01 The Employer will send out a calendar by February 1st of each year to all bargaining unit employees, who will mark in their vacation request. The Employer will review and make every effort, subject to the requirements of the operation, to allow employees to take earned vacation at the time of their choice. If there is a problem with scheduling vacations, and adjustments between employees cannot be made, then seniority shall be the deciding factor for employees wishing to take the same vacation time.

By March 1st of every year, all employees will make their requests for vacation leave in writing to be taken between May 1st and October 31st. Requests made on March 1st will be responded to by March 15th in writing and the employer will post the final Summer Vacation Schedule. By September 1st of every year, all employees will make their requests for vacation leave in writing to be taken between November 1st and April 30th. Requests made on September 1st will be responded to by September 15th in writing and the employer will post the final Fall Vacation Schedule.

Employees can request changes once a vacation schedule is posted, but changes will only be made subject to operation requirements and on a first come, first served basis.

Vacation not approved by the employer shall specify reasons for denial in writing to the employee

It is understood that vacation should be submitted in the specified times outlined above. In the circumstance where requests are made outside of the specified times, the employer will endeavour to respond within one week

Entitlement letters shall be completed and distributed to employees by January 31st. Employees will sign off to confirm accuracy by February 15th of each year.

a) **Entitlement**

The vacation year shall commence on the anniversary start date of each employee. Employees shall be entitled to vacation in accordance with length of service prior to commencement of the vacation year as follows:

Less than one (1) year of service	1.25 days per month
After one (1) year of service	3 weeks vacation
After two (2) years of service	4 weeks vacation
After five (5) years of service	5 weeks vacation
After ten (10) years of service	6 weeks vacation
After fifteen (15) years of service	7 weeks vacation
After twenty (20) years of service	8 weeks vacation
After twenty-five (25) years of service	9 weeks vacation

(b) **Convention Period**

Every effort will be made, subject to the requirements of the operation, to allow employees to take vacation at the time of their choice. It is understood that vacations will not be granted during the period May 1st and ending four (4) working days following the close of the CUPE Ontario Convention.

It is agreed that employees may be allowed to take casual or other leaves subject to the requirements of the operation. The CUPE Ontario office will remain closed the Monday immediately following the Convention.

14.02 Vacation Bonus

The Vacation Bonus due to all employees will be paid to them in the first pay period of July of each year.

14.03 Holidays During Vacations

If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, she shall, in addition to her regular vacation pay, also receive an extra day's vacation in lieu of each holiday.

14.04 Illness During Vacation

Sick leave in excess of three (3) days may be substituted for vacation where it can be established by the employee through a doctor's certificate that an illness or accident occurred while on vacation. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the employee's option, as mutually agreed.

14.05 Vacations in Advance

Employees with one (1) or more years of service may borrow up to two (2) weeks of vacation not yet earned. If the employee terminates employment before sufficient credits have been earned, the amount will be deducted from any earnings owing the employee upon termination. Such vacation shall not be taken as casual leave.

14.06 Vacation Pay on Termination

If an employee leaves the employ of the Employer at any time in her vacation year before she has had her vacation, she shall be entitled to payment of salary in lieu of such vacation on a pro rata basis.

14.07 Casual Leave

Employees entitled to fifteen (15) or more working days of vacation in any vacation year may take seventeen (17) of such days as casual leave, in any combination of multiples of three (3) working hours (1/2 day), single or multiple days off to a maximum of seventeen (17) days, provided adequate notice has been given and the work requirements are such that it is practicable to do so. Such casual leave will come from the employee's vacation entitlement.

14.08 Consecutive Weeks

Employees shall be granted their vacation in consecutive weeks when requested.

Subject to the requirements of the operations, vacation requests shall not be unreasonably denied.

14.09 Vacation Credits

- (a) All vacations shall be completed in each vacation year, except where permission is requested in writing and granted in writing to carry over the vacation credits to the following year. No more than ten (10) days will be carried over in any one year. All carry over must be used in the calendar year immediately following.
- (b) Upon written notification to the employer, an employee can request to carry over up to one (1) year of vacation entitlement for the purposes of a special occasion. The decision regarding the request will be reached by mutual agreement based on the operational requirements of the employer. It is understood that any vacation entitlement approved to be carried over will be used in the next year.
- (c) When requested and granted in writing, up to two (2) weeks/ten (10) days vacation cash out on a separate cheque in each financial year shall be paid.

- (d) CUPE Ontario will provide for vacation cash out of up to 4 weeks to members returning from a Statutory Leave. In accordance with the ESA, all accrued leave must be taken or cashed out prior to returning to work unless mutually agreed upon by the parties.

14.10 **Computing Entitlement**

For the purpose of computing vacation entitlement, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for vacation purposes, on the first day of the following month.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 (a) **List of Holidays**

Employees shall be given the following holidays without deduction of pay:

New Year's Day	Heritage Day/Family Day <i>(3rd Monday of February)</i>
Good Friday	Easter Monday
Canada Day	Civic Holiday <i>(1st Monday of August)</i>
Labour Day	Thanksgiving Day
Christmas Eve	Christmas Day
Boxing Day	New Year's Eve
Victoria Day	Remembrance Day

and such others as are proclaimed legal holidays by the Federal Government, Provincial Government and the Municipal Government.

(b) **Christmas**

All days between Boxing Day and New Year's Eve shall be time off with pay as described in Schedule "B".

(c) **Part-timer**

All days between Boxing Day and New Year's Eve shall be pro-rated for part-timers

15.02 **Holidays Falling on Weekend**

In the event that a statutory holiday occurs on a Saturday or Sunday, the following working day(s) shall be considered the holiday.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act.

16.02 Amount of Sick Leave

(a) Entitlement

- i. A full-time employee shall be entitled to one and one-half (1.1/2) days' sick leave with pay for each calendar month worked; part-time employees shall be paid on a pro rated basis, such sick leave to be cumulative from year to year.
- ii. Part-Timers shall accumulate sick leave on a pro-rated basis.
- iii. Proof of illness shall not be required for three consecutive days or less unless the Employer has given written notice to the contrary because of excessive absenteeism. Any cost related to a medical document requested by the Employer shall be paid by the Employer.

(b) Medical Appointments

Employees shall be allowed additional leave with pay, not to exceed three (3) days per year, non-accumulative, for regular medical appointments, upon two (2) week's written notice. Written requests for leave for medical appointments will be responded to in writing by the Employer within one (1) week of the request. Requests with less than two (2) weeks notice for specialist medical appointments will be considered by the Employer and every effort shall be made to accommodate the request. The three (3) medical days articulated in this article will be taken in half (1/2) day increments.

(c) Illness in the Family

In order to attend to seriously ill members of the immediate family (spouse, children or parents, grandparent and grandchild) the employee shall be entitled to leave of absence with pay after notifying the Employer. For the above, there shall be a maximum allowed of seven (7) accumulated sick leave days per illness, provided that the employee shall be limited to a total of ten (10) days in any calendar year. This leave shall be taken from the employee's entitlement under Article 16.02 (a) The above-noted leaves of absence shall be granted provided the employee is the only person available.

(d) **Part-timers**

The above days shall be pro-rated for part-timers.

- (e) New 16.02 e): All permanent employees of CUPE Ontario shall receive the benefits of the LTD plan in effect for employees of CUPE National. Full premiums shall be paid by the employer.

16.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer for the purpose of severance payment as provided in Article 20. Each employee shall be informed of the amount of her unused sick leave accrued to her credit at the end of each calendar year. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to her credit.

16.04 Commencement of Entitlement

For the purpose of computing sick leave entitlement an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for sick leave purposes, on the first day of the following month.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Seniority and Benefits

An employee granted temporary leave of absence without pay, excluding maternity leave and long-term disability, shall continue to accumulate seniority but shall not earn vacation or sick credits or be paid for statutory holidays after the leave has extended beyond two (2) consecutive months. The premiums for the welfare benefits, as outlined in Article 19, will also cease to be paid by the Employer after the leave of absence has extended beyond two (2) consecutive months.

An employee on an approved leave of absence may elect to continue to pay the employer's contributions to the benefits plan as per Article 19.01. Should an employee choose to continue contributions to the benefits plan they shall, at the beginning of their approved leave of absence, provide postdated cheques to the employer in the appropriate amount to cover the term of the leave. Should any of these cheques be returned by their financial institution due to lack of funds this arrangement will be reviewed with a view to possibly terminating this option.

- (b) All requests for leave of absence shall be presented in writing and shall specify the duration, stating the requested start and end dates of the leave. The employer shall also answer requests in writing, specifying the duration of the leave of absence if granted, or the operational reason for denial of the leave.
- (c) Sick Leave Benefits and Vacation Entitlement Benefits will only accrue to those employees actively at work. For the purposes of this Article, employees on paid vacation leave and maternity, paternity or parental leave will be considered to be actively at work.
- (d) An employee on an approved leave of absence may elect to continue to pay both their and the employer's contributions to the pension plan. Should an employee choose to continue all contributions to the pension plan they shall, at the beginning of their approved leave of absence, provide postdated cheques to the employer in the appropriate amount to cover the term of the leave. Should any of these cheques be returned by their financial institution due to lack of funds this arrangement will be reviewed with a view to possibly terminating this option.

17.02 Bereavement Leave

- (a) Where a death occurs in an employee's immediate family, leave of absence with pay and without loss of seniority shall be granted by the employer up to a maximum of ten (10) days. Immediate family means: spouse (as per Article 5.04 – Definition of Spouse) mother or step-mother, father or step-father, sister, brother, child, stepchild, guardian, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law or brother-in-law, son-in-law and daughter-in-law, and fiancé.
- (b) An employee shall be granted a paid leave of absence without loss of benefits as requested not to exceed three (3) days in the case of the death of an aunt, uncle, niece, or nephew.
- (c) One (1) day for a person with whom an employee has had close relationship (two (2) casual days if requested)

Extenuating circumstances will be judged on their merit. Where the burial occurs out of town, such leave shall include, as well, reasonable traveling time.

17.03 (a) Special Leave

Other special instances where leave of absence with pay may be requested will be considered individually by the Employer.

(b) Observation of Religious Holidays

The observation of Cultural and/or Religious holidays in all places will be permitted and provision(s) made for time necessary to attend religious services.

17.04 Accrual of Seniority and Benefits while on Pregnancy/Parental/Adoption Leaves

Pregnancy, parental and adoption leave provisions apply to regular full time employees with a minimum of thirteen (13) weeks of service.

A pregnant employee is entitled to a pregnancy leave of seventeen (17) weeks. The distribution of the pregnancy leave will be at the employee's option.

An employee will be allowed an additional maximum thirty-five (35) weeks for parental leave to apply following the birth or adoption of a child. New parents who don't take pregnancy leave are entitled to thirty-seven (37) weeks of parental leave. The employer will provide a further twenty-six (26) weeks parental/adoption leave. An employee shall indicate at the time of taking such leave whether she opts for the additional leave. The total of all leaves under this Article shall be no more than eighteen (18) months.

The employee must give written notification to the employer at least four (4) weeks prior to the date of taking maternity/parental/adoption leave and must include the expected return date of the employee. Should an employee on leave wish to terminate the leave before the original notice date, she can do so with written notice to the employer of at least four (4) weeks prior to the new date of termination of leave.

If, for medical reasons, an employee must leave her position before it was forecast, the employer will accommodate.

In the sad event of a still born birth, the employee will be entitled to such leave as is required for her, in consultation with her medical practitioner, within the same terms and conditions as the maternity and parental leave articulated above.

The following payments and benefits will apply to the pregnancy/parental/adoption leaves:

Pregnancy Leave (Birth of a Child)

Employees will receive no salary for the first two (2) weeks of the seventeen (17) week pregnancy leave as per legislation.

Employees will receive a regular supplementary payment from the employer that, when added to her Employment Insurance benefits will equal ninety (90)% of her original salary for the term of the leave.

Parental Leave (Birth or Adoption)

An employee will be allowed a maximum thirty-five (35) weeks for parental leave to apply following the birth or adoption of a child. New parents who don't take pregnancy leave are entitled to thirty-seven (37) weeks of parental leave. The employer will provide a further twenty-six (26) weeks parental/adoption leave. The total leave under this provision shall be a total of eighteen (18) months.

The employee must give written notification to the employer at least four (4) weeks prior to the date of taking maternity/parental/adoption leave and must include the expected return date of the employee. Should an employee on leave wish to terminate the leave before the original notice date, she can do so with written notice to the employer of at least four (4) weeks prior to the new date of termination of leave.

An employee shall indicate at the time of taking such leave whether she opts for the additional 26 week leave provided by the employer. Employees will receive 55% of their regular salary for the duration of the additional 26 week leave.

Adoption Leave

The employee who legally adopts or comes into the care and control of a child who does not benefit from the leave mentioned in the preceding paragraph is entitled to a paid leave of a maximum duration of two (2) working days.

Accrual of Seniority and Benefits while on Pregnancy/Parental/Adoption Leave

During pregnancy/paternal/adoption leaves and the extensions provided for in the Agreement, an employee continues to accrue, as long as they are entitled to them normally, the following benefits:

Accumulation of vacation credits, accumulation of seniority, continued benefits coverage, and Employer pension plan contributions.

Returning from a Pregnancy/Parental /Adoption Leave

The replacement of the employee for a pregnancy/parental/adoption leave shall be considered a temporary one. If the employee on leave intends to return to work after her leave is over, she shall advise the employer of her intent at least four (4) weeks/twenty (20) working days before the expiration of her leave and the employer shall return the employee to her former job and classification, should it continue to exist, or to a comparable job if it does not, at the rate prevailing at the date she returns to work.

17.05 Leave for Union Activities

- (a) Employees shall be granted leave of absence with pay when delegated to perform necessary union activities. The number of employees shall be limited to one (1), save and except that the Employer shall give consideration to a request by the Union that more than one employee shall be permitted such leave. A pool of 100 days per year shall be available to the bargaining unit for union leave. Two (2) of the one hundred (100) days shall be used by COPE Bargaining team members for bargaining prep.

When such leave involves a period of three (3) working days or more, the Employer will be provided with at least two (2) weeks' advance notice in writing. In all other instances, leave for union activities for periods of less than three (3) days' duration will be granted provided that the work requirements of the Employer permit it.

- (b) Any employee who is elected or selected for a full-time or part-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and loss of seniority by the Employer, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during the term of office.

17.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between her normal earnings (including benefits and pension) and the payment she receives for jury service or court witness.

17.07 Political Leave

The employer recognizes the rights of employees to participate in public affairs. Thus, upon written request, the Employer will grant a leave of absence without pay and without loss of seniority so that employees may be candidates in a federal, provincial, or municipal election.

If an employee requesting this leave has accrued vacation and/ or over time in lieu, she may request and shall be granted access to continue pay using same during the above leave.

17.08 Personal Leave

Employees absent for the following reasons shall be considered excused and shall not suffer loss of pay or seniority provided the absences are bona-fide:

- (i) Quarantine
- (ii) Personal Leave for reasons other than family illness to a maximum of seven (7) days per calendar year

17.09 Tuition Refund

Employees wishing to enroll in courses of studies that will better qualify themselves to perform their jobs, and who intend to ask the Employer to refund the cost of such course(s), must make application to the Employer prior to taking the course(s). If the Employer agrees that the course(s) would be beneficial both to the Employer and the employee, then the full cost of the course(s) will be borne by the Employer upon successful completion of the course(s).

Should an employee be required to undergo training by the employer, such time as is required for the training will occur during working hours and be considered time worked. The exception to this provision is for employees who, upon being hired, were informed of training they would be required to complete to continue in their current position.

CUPE Ontario agrees to reimbursement of 50% of the full costs of annual dues if an employee is required to hold a professional designation, certificate or membership as a required by their position.

17.10 Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will suffer no reduction in pay for up to eight (8) weeks.

17.11 General Leave

The Employer may grant a leave of absence without pay and without loss or accrual of seniority and no accrual of other entitlements to any employee requesting such leave for good and sufficient cause. Such approval will be subject to operational requirements. Such approval will not be unreasonably denied. Such leave will not be granted for more than one year. The employee will have rights to return to the position that they occupied at the commencement of the leave or a comparable position in the event that their position is no longer available. The language above shall not supersede the layoff language in the event of CUPE Ontario restructuring or downsizing. If allowed by the benefit provider, employees wishing to remain on the CUPE Benefit plan shall be responsible for all benefit premiums. Such leave will not be granted for more than one year unless a mutually agreed to extension by the parties is reached. Subject to the operations of the organization, such leave will not be unreasonably denied.

17.12 Domestic Violence Leave

The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and well being of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- (a) The Employer agrees to provide the following leaves for victims of domestic violence:
- i. Five (5) days leave with pay.
 - ii. Twenty-six (26) weeks of unpaid leave in one consecutive period.

- (b) Domestic violence leave may only be taken for the following purposes:
- i. To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
 - ii. To obtain services from a victim services organization.
 - iii. To obtain psychological or other professional counselling.
 - iv. To relocate temporarily or permanently.
 - v. To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

(c) Access and Approval

The foregoing leaves are accessed by request to, and approval of, the Secretary Treasurer and / or Operations Coordinator.

(d) Confidentiality

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

(e) Discipline

The Employer agrees that no discipline will be imposed against an employee if their attendance or performance at work suffers as a direct result of experiencing domestic violence.

(f) Workplace Policy

The Employer will maintain a workplace policy on preventing and addressing domestic violence at the workplace. The policy will include information on how employees can report incidents of domestic violence.

(g) Workplace Supports and Training

Human Resources employees who will administer the leaves and the policy will be trained in domestic violence and privacy issues.

17.13 VOLUNTARY LEAVE PLAN

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to permanent employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Income Tax Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Employer by February 28th prior to the intended commencement date of the program (i.e. the salary deferral portion).
- (c) No more than one (1) employee shall be entitled to this leave in a given year. The year for purposes of the program shall be September 1 of one year to August 31 the following year.
- (d) Where there are more applications than spaces allotted, seniority shall govern. Notwithstanding the above, first time applicants will be considered before an applicant that has taken leave before.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) In the one year of the leave period, the employer will pay:

To the employees the following:

- (i) Eighty (80%) of the average number of hours paid in the first four years of the leave plan x hourly rate of pay in the fifth year of the leave plan.
 - (ii) If applicable, one hundred percent (100%) of the cost of the employers share of the insured employees benefits to which the employee would otherwise be entitled if the employee were not on the leave of absence.
 - (iii) If applicable, its contribution to the pension plan for contributions based on one hundred percent (100%) of (A) above.
- (h) An Employee on leave shall continue to accumulate seniority and, if applicable, experience for salary purposes and service for vacation entitlements only.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the Employee dies during the term of his/her participation in this leave plan before the leave period has commenced, the actual monies withheld during the work period shall be paid to the employee's estate. Payments of deferred funds upon death shall be made within ninety (90) days.

If the employee dies during the term of his/her participation in this leave plan after having commenced the leave period, the employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon deaths shall be made ninety (90) days of such event.

- (k) The Employer will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or withdrawing from the Plan and having any monies owed paid out to the employee within a reasonable period of time.
- (l) Subject to Article 7, the employee will be reinstated to their former position unless the position has been discontinued.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal written agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay.

ARTICLE 18 - HEALTH AND SAFETY

18.01 The Employer shall make all reasonable and proper provisions for the maintenance of high standards of safety and health of employees during working hours, and the Union may from time to time bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding working conditions.

18.02 A joint Health and Safety Committee shall be constituted of equal numbers of representatives of management and the Union which shall identify potential dangers, institute means of improving health and safety of employees, including health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards and health and safety experience and work practice standards elsewhere. The committee shall meet at the reasonable request of either party. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

- 18.03 Two (2) representatives of the joint Health and Safety Committee, one (1) from management and one (1) from the union shall make inspections at the request of either party of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and the Employer on the nature and cause of the accident or injury. Furthermore, such representatives must be notified of any inspection and shall have the right to be present throughout the inspection. Time spent in all such activities shall be considered time worked.
- 18.04 The Union, the joint Health and Safety Committee, and the representatives thereof, shall have full access to accident reports.
- 18.05 No employee shall be disciplined or discharged or suffer loss of pay for refusal to work on a job or in any work place or to operate any equipment where he/she has reasonable grounds to believe that it would present a danger to her health or safety to do so or where it would be contrary to applicable federal, provincial or municipal legislation or regulations.
- 18.06 No substance shall be introduced into the work-site that has not been thoroughly tested as to its potential health effects upon any person who is exposed to it. The Employer shall provide the members of the Health and Safety Committee with such documented evidence.

ARTICLE 19 - WELFARE BENEFITS

19.01 Benefits

All employees shall be enrolled in the following benefits plans as provided for all CUPE employees and paid 100% by the Employer:

- | | |
|-----------------------------|---------------------|
| 1) O.H.I.P. (Semi-private) | 4) Dental Plan |
| 2) Extended Health Coverage | 5) Group Life |
| 3) L.T.D. | 6) Optical Care |
| | 7) Travel Insurance |

Employer shall provide information regarding coverage under the above benefit plan. All extended health and dental benefits shall continue to accrue to all retirees, widows, widowers and their dependants when not covered by provincial government programs.

19.02 Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

19.03 Pension Plans

All permanent employees of CUPE Ontario shall be enrolled in the CUPE Pension Plan. The employer shall contribute an amount equal to the contribution of CUPE National and the employee 9.7% of the said employee salary. A copy of the CUPE Pension Plan shall be available to all employees. Pension contributions are decided by Negotiations between CUPE National and those unions representing the staff of CUPE National and the parties to this agreement understand that adjustments to contributions will be made in accordance with decisions of these joint trustees of the CUPE Pension Plan.

19.04 Supplementation of Worker's Compensation

All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing their regular work with the employer on account of occupational accident that is covered by the Workplace Safety and Insurance Act shall receive from the employer the difference between the amount payable by WSIB and their regular rate of pay.

Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this agreement, subject to the necessary adjustments. Where the WSIB does not permit top up of WSIB benefits without reducing such benefits, the employer agrees that full pay and benefits will be maintained. In order to continue receiving their regular salary the employee shall assign their compensation cheque to the employer.

In return the employer shall indicate the amount received from the WSIB on the employee's income tax (T-4) form. During the term of any such leave covered under the WSIA, seniority will continue to accrue for the injured worker.

19.05 Double Coverage

It is agreed that there shall not be double coverage for hospital or medical benefits.

ARTICLE 20 - SEVERANCE PAY

20.01 All employees employed permanently full-time up to July 1, 2008, upon termination of employment, shall receive 50% of their unused sick leave at their normal rate of pay as of that date. Employees with one (1) year or more of service, upon termination of employment, shall receive a severance amount equal to one point four (1.4) weeks of pay at their normal pay rate, for each year of service or portion thereof, plus an additional two (2) week's salary. In the event of death of an employee, severance pay shall be calculated on the same basis and shall be payable to the beneficiary of the deceased employee.

ARTICLE 21 - PICKET LINE

21.01 In the event that a bona fide picket line is set up at the workplace, the employees covered by this agreement shall not cross such picket lines.

ARTICLE 22 - RIGHTS, PRIVILEGES AND WORKING CONDITIONS

22.01 All rights, benefits and working conditions which employees now enjoy as employees of the Employer shall continue to be enjoyed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union. The Employer shall put all such changes in writing and forward a copy to the employees.

ARTICLE 23 - NO DISCRIMINATION

23.01 The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, class, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, gender expression, gender identity, language, pregnancy, physical appearance, place of residence, membership in a professional association, business or trade association, nor by reason of her membership or activity in the Union, or any other reason protected under the Ontario Human Rights Code.

ARTICLE 24 - GENERAL

24.01 Union Label

All typewritten, mimeographed, dittoed work in the office of the Employer shall bear the Local 343 COPE Union Label if such work is performed by a member of the Union.

The employer shall use Canadian made and Union made products where ever they are available.

24.02 Plural Shall Apply

For the purpose of clarification, it is understood that whenever the singular is used in this collective agreement, it shall be considered as if the plural has been used where the context of the party or parties so require.

24.03 Union Education

The Employer shall contribute to a special fund of COPE Local 343 a sum of \$4.00 per month per employee for the purpose of Union Education. CUPE Ontario agrees to transfer to COPE 343 the sum of the formula outlined in the CA for purposes of Union Education

24.04 Harassment

It is the policy of CUPE Ontario as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibility. The Employer considers harassment in the work force, from any source, to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal. Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that person knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continued basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The parties to this Agreement will work together to ensure that all employees understand their personal responsibility to promote a harassment-free working environment.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement, signed this _____ day of _____, 2018 shall be effective from July 1, 2018 and shall remain in force until June 30, 2022, and shall automatically continue from year to year until either party serves written notice on the other party, thirty (30) days prior to any annual expiration date. During the negotiations for the renewal of this Agreement or negotiations for a new Agreement, the terms of the present Agreement shall remain in full force and effect.

FOR THE EMPLOYER:

Fred Hahn, President
CUPE Ontario Division

Candace Rennick, Secretary-Treasurer
CUPE Ontario Division

FOR THE UNION:

Rick Alexander, COPE Staff Representative

Kelly Belbin, COPE Steward

Schedule A

	<u>Jul1,2018</u>	<u>Jan1,2019</u>	<u>Jul1,2019</u>	<u>Jul1,2020</u>	<u>Jul1,2021</u>
Title	Wkly\$	Wkly\$	Wkly\$	Wkly\$	Wkly\$
Executive Assistant	2,042.73	2,090.81	2,116.77	2,142.73	2,168.69
Campaign Coordinator	2,042.73	2,090.81	2,116.77	2,142.73	2,168.69
IT Specialist/Senior Software Developer	2,042.73	2,090.81	2,116.77	2,142.73	2,168.69
Communications Associate	1,604.92	1,653.00	1,678.96	1,704.92	1,730.88
Campaign Organizer	/	1,653.00	1,678.96	1,704.92	1,730.88
Events Coordinator	/	1,653.00	1,678.96	1,704.92	1,730.88
Senior Bookkeeper	1,467.26	1,653.00	1,678.96	1,704.92	1,730.88
Executive Administrative Assistant	1,465.81	1,653.00	1,678.96	1,704.92	1,730.88
Technology Assistant	1,443.18	1,443.18	1,469.14	1,495.10	1,521.07
Administrative Assistant	1,329.14	1,329.14	1,355.10	1,381.06	1,407.03
Senior Accountant (Part-time)	1,097.70	1,361.82	1,379.13	1,396.43	1,413.74
Casual Staff (\$ per hour)	23.93	23.93	24.32	24.70	25.08

SALARY SCHEDULE

The following employees are covered by a collective agreement between CUPE Ontario and the Canadian and Office Professional Employees' Union, Local 343.

Executive Assistant
Communications
Campaign Coordinator
Campaign Organizer
Events Coordinator
Senior Bookkeeper
Executive Administrative Assistant
Technology Assistant
I.T. Specialist / Senior Software Developer
Administrative Assistant
Senior Accountant

Their contract expires on June 30, 2022.

1.(a) Executive Assistant, Executive Administrative Assistant, Senior Bookkeeper, Campaign Coordinator, Campaign Organizer, I.T Specialist/ Senior Software Specialist, Communications Support, Events Coordinator: It is agreed and understood that Articles 12.04, 13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07 and 13.08 of the Collective Agreement do not apply.

(b) For the Part Time Senior Accountant it is understood that the following articles do not apply: 12.04, 13.01, 13.02, and 13.03.

2. The positions of Executive Assistant, Campaign Coordinator and Campaign Organizer will be entitled to 15 days in lieu of over-time (non accumulative year-to-year) and a car allowance in the amount of \$805 per month.

3. The position of Senior Bookkeeper I.T. Specialist / Senior Software Developer, Events Coordinator and Executive Administrative Assistant will be entitled to 15 days of lieu of overtime (non-accumulative year-to-year).

SCHEDULE "B"

CHRISTMAS – TIME OFF

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
24	25	26	27	28	29	30	31	1								
	24	25	26	27	28	29	30	31	1							
		24	25	26	27	28	29	30	31	1	2	3				
			24	25	26	27	28	29	30	31	1	2				
				24	25	26	27	28	29	30	31	1				
					24	25	26	27	28	29	30	31	1			
						24	25	26	27	28	29	30	31	1		
							22	23	24	25	26	27	28	29	30	31
															1	

LETTER OF UNDERSTANDING #1

Employee Assistance Program

During the term of the collective agreement the parties will investigate the costs associated with implementing an Employee Assistance Program and should the budget of the Employer allow, the Employer commits to beginning a program prior to the expiry of the collective agreement.

LETTER OF UNDERSTANDING #2

Modified Work Program

During the term of the collective agreement the Employer will work cooperatively with the union to write and fully implement a modified return to work program for all employees of CUPE Ontario.

LETTER OF UNDERSTANDING #3

Ontario Health Premium/Tax

In the event CUPE negotiates a settlement regarding the cost of the Ontario Health Premium/Tax with any other establishment, the employees covered under this Agreement shall receive the same or similar settlement.

LETTER OF UNDERSTANDING #4

Supplemental Employment Benefit Plan

1. The objective of the plan is to supplement the unemployment insurance benefits received by workers for unemployment caused by pregnancy.
2. The following group of employees is covered by the plan: Office Employees of the Ontario Division of the Canadian Union of Public Employees. (Collective Agreement attached)
3. All employees of the employer shall be covered under this plan.
4. The benefit level paid under this plan is set at 90% of the employees' normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
5. The maximum number of weeks for which SUB is payable is duration of leave for which an employee qualifies for under E.I.
6. The duration of this plan will remain constant with the term of the collective agreement.
7. Employees do not have a right to SUB payments except for supplementation of E.I. Benefits for the unemployment period as specified in the plan.
8. The plan is financed from the Employer's general revenues. SUB payments will be kept separate from payroll records.
9. Employees must apply for and be in receipt of Unemployment Insurance benefit before the SUB becomes payable.
10. The Employer will inform the Canada Employment & Immigration Commission of any changes to the plan within thirty days of the effective date of the change.
11. The employee must provide the Employer with the proof that he or she is getting E.I. Benefits.
12. The Employer uses the Benefit Stub to verify that employees are receiving E.I. Benefits or other earnings.
13. Other Income: Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan; (57(13)(i) of the UI Regulations)

LETTER OF UNDERSTANDING #5

Joint Job Evaluation

The parties agree: To examine a Joint Job Evaluation Process within six (6) months of ratification, that will include training, funded by the employer. If terms of reference, a timeline and a tool can be mutually agreed to by both parties in that period, Joint Job Evaluation will be completed before the expiration of this contract.

Cope 343/MD